



Doc# 2008041001 Fee \$88.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

EDWARD M. HOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 03/20/2020 09:46 AM PG: 1 OF 8

THIS DOCUMENT PREPARED BY
AND AFTER RECORDING SHOULD
BE RETURNED TO:

Stephen M. Alderman, Esq.
Garfield & Merel, Ltd
180 N. Stetson Ave.
Suite 1300
Chicago, IL 60601

**MODIFICATION OF
MORTGAGE AND SECURITY AGREEMENT, ASSIGNMENT OF RENTS FIXTURE
FINANCING STATEMENT**

This Modification of Mortgage and Security Agreement, Assignment of Rents and Fixture Financing Statement dated as of January 31, 2020, by PUIG PROPERTIES, LLC, an Illinois limited liability company (hereinafter referred to as "Mortgagor"), and NORTHBROOK BANK & TRUST COMPANY, N.A. (hereinafter referred to as "Mortgagee").

RECITALS:

WHEREAS, Mortgagee is the holder of, among other things, a Term Note ("Term Note") and a Sixth Amended and Restated Mortgage Note ("Revolving Note") (both as amended from time to time), both as referred to in the Mortgage referred to below;

WHEREAS, on even date hereof (i) A.L.L. Masonry and Construction Co., Inc. has executed a Seventh Amendment to Sixth Amended and Restated Mortgage Note which, among other things, increases the amount of the Sixth Amended and Restated Mortgage Note to \$8,000,000.00 (the "Revolving Note Amendment") and (ii) a Fourth Amendment to Amended and Restated Term Note which among other things increases the amount of the Term Note to \$1,658,166.98 (the "Term Note Amendment") and (iii) Mortgagor along with other parties has executed a Fourteenth Loan Modification and Ratification Agreement and Reaffirmation of Guaranty (the "Loan Agreement Modification").

WHEREAS, the Term Note and the Revolving Note, both as amended from time to time, among other things, are secured by, among other things, a Mortgage and Security Agreement, Assignment of Rents and Fixture Financing Statement dated February 2, 2018 and recorded February 7, 2018, with the Cook County Recorder of Deeds as Document No. 1803857075 as amended by Modification of Mortgage and Security Agreement, Assignment of Rents and Fixture Financing Statement dated as of October 3, 2018 and recorded October 9, 2018 with the Cook County Recorder of Deeds as Document No. 1828213072 as amended by Modification of

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Mortgage and Security Agreement, Assignment of Rents and Fixture Financing Statement dated as of March 13, 2019 and recorded June 25, 2019 with the Cook County Recorder of Deeds as Document No. 1917657162 as amended by Modification of Mortgage and Security Agreement, Assignment of Rents and Fixture Financing Statement effective as of June 30, 2019 and recorded August 7, 2019 with the Cook County Recorder of Deeds as Document No. 1921917134 as amended by Modification of Mortgage and Security Agreement, Assignment of Rents and Fixture Financing Statement dated as of September 24, 2019 and recorded October 1, 2019 with the Cook County Recorder of Deeds as Document No. 1927413104, as amended by Modification of Mortgage and Security Agreement, Assignment of Rents and Fixture Financing Statement dated as of November 22, 2019 and recorded December 9, 2019 with the Cook County Recorder of Deeds as Document No. 1934316154 on the Real Estate legally described in Exhibit A which is attached hereto and by this reference incorporated herein, hereinafter referred to as the "Premises" (the "Mortgage");

NOW, THEREFORE, in consideration of the above set forth recitals and the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. The recitals hereinbefore set forth are hereby made a part hereof and incorporated herein as if fully set forth. All terms defined in the Mortgage and not otherwise defined herein shall have the same definitions as in the Mortgage when used herein.
2. All references to the Term Note and to the Revolving Note in the Mortgage shall be deemed to refer to those documents as modified from time to time including but not limited to by the Revolving Note Amendment and the Term Note Amendment (including the increases in the loan amount referred to therein and above).
3. All references in the Mortgage to the Loan Agreement shall be deemed to refer to the Loan Agreement as modified from time to time including, but not limited to by the Loan Agreement Modification.
4. It is the intent and agreement of the parties hereto that all amounts now or hereafter due under or in connection with the Term Note and the Revolving Note be and are secured by the lien of the Mortgage.
5. The parties hereto intend this instrument to operate as a modification of the Mortgage and do not intend that a new mortgage or assignment of rents be created hereby.
6. Nothing in this Agreement shall change or modify in any manner the conditions and covenants of the Mortgage, except as specifically stated herein, and such Mortgage shall otherwise remain in full force and effect and by the execution hereof Mortgagor reaffirms each and all of the representations, warranties, obligations, covenants and agreements of Mortgagor set forth in the Mortgage.
7. In the event of a conflict or inconsistency between this Agreement and the Mortgage, the terms herein shall supersede and govern.

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8. All of the terms, provisions, covenants, representations and warranties contained in the Mortgage are ratified and affirmed by Borrower in all respects and shall remain in full force and effect as modified by this Agreement.

[Signatures on following page]

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**COOK COUNTY
RECORDER OF DEEDS**

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IN WITNESS WHEREOF, the parties hereto have executed this Modification of Mortgage and Security Agreement, Assignment of Rents and Fixture Financing Statement as of the day and year first above written.

MORTGAGEE:

MORTGAGOR:

NORTHBROOK BANK & TRUST COMPANY, N.A.

PUIG PROPERTIES, LLC

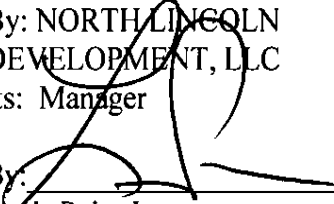
By: 

By: NORTH LINCOLN DEVELOPMENT, LLC

Name: Chris Lilly

Its: Manager

Title: SVP

By: 

Louis Puig, Jr.

Its: Manager

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EXHIBIT A

LEGAL DESCRIPTION

The Land is described as follows:

PARCEL 1:

LOTS 1 THROUGH 18 INCLUSIVE IN BLOCK 2 IN THE SUBDIVISION OF THE WEST PART OF BLOCKS 3 AND 6 IN GRANT LAND ASSOCIATION RESUBDIVISION IN SECTION 21, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 13, 1915 AS DOCUMENT 5561124, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

PART OF BLOCK 3 IN GRANT LAND ASSOCIATION RESUBDIVISION OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EAST LINE OF SOUTH 55TH COURT, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF SOUTH 55TH COURT, WITH A LINE PARALLEL TO AND 250 FEET SOUTH OF THE SOUTH LINE OF 14TH STREET EXTENDED EAST; THENCE EAST ON LAST DESCRIBED LINE 264.31 FEET TO POINT 36.1 FEET WEST OF CENTER LINE OF A 16 FOOT EASEMENT OF BALTIMORE AND OHIO CHICAGO TERMINAL RAILROAD COMPANY; THENCE SOUTHEASTERLY ON A STRAIGHT LINE 226.8 FEET TO POINT IN THE WEST LINE OF SAID EASEMENT, SAID POINT BEING 475.05 FEET SOUTH OF THE SOUTH LINE OF 14TH STREET EXTENDED EAST; THENCE EAST AT RIGHT ANGLES TO SAID EASEMENT 8 FEET TO CENTER LINE THEREOF; THENCE SOUTH ON THE CENTER LINE OF SAID EASEMENT 161.30 FEET; THENCE WEST AT RIGHT ANGLES TO SAID EASEMENT 8 FEET TO WEST LINE THEREOF; THENCE NORTHWESTERLY ON A STRAIGHT LINE 107.25 FEET TO A POINT IN A LINE PARALLEL TO AND 530 FEET SOUTH OF THE SOUTH LINE OF WEST 14TH STREET EXTENDED EAST, SAID POINT BEING 21.32 FEET WEST OF CENTER LINE OF 16 FOOT EASEMENT AFORESAID; THENCE WEST ON SAID LAST DESCRIBED PARALLEL LINE 278.95 FEET TO THE EAST LINE OF SOUTH 55TH COURT, THENCE NORTH ON THE EAST LINE OF SOUTH 55TH COURT 280 FEET TO THE PLACE OF BEGINNING; EXCLUDING, HOWEVER, PART OF BLOCK 3 OF THE GRANT LAND ASSOCIATION RESUBDIVISION IN SECTION 21, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING ON THE EAST LINE OF SOUTH 55TH COURT AT A POINT OF INTERSECTION WITH A LINE PARALLEL TO AND 530 FEET SOUTH OF THE SOUTH LINE OF WEST 14TH STREET EXTENDED EAST, THENCE EAST ON SAID PARALLEL LINE 279.24 FEET, MORE OR LESS, TO A POINT 21.32 FEET WEST OF THE EAST LINE OF SAID BLOCK 3; THENCE NORTHWESTERLY 8 INCHES MORE OR LESS TO A POINT ON A LINE 6 INCHES NORTH OF THE BOUNDARY LINE FIRST ESTABLISHED BY THIS DESCRIPTION; THENCE WEST ALONG SAID PARALLEL LINE TO A POINT 6 INCHES NORTH OF POINT OF BEGINNING; THENCE SOUTH 6 INCHES TO POINT OF BEGINNING, CONVEYED TO ATLAS FORGINGS COMPANY SEPTEMBER 16, 1966 IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THE NORTH 100 FEET OF THAT PART OF BLOCK 3 OF THE GRANT LAND ASSOCIATION RESUBDIVISION IN SECTION 21, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EAST LINE OF SOUTH 55TH COURT, AND SOUTH OF THE SOUTH LINE OF WEST 14TH STREET EXTENDED EAST (EXCEPT PART SOLD TO THE GENERAL MILLWORK COMPANY) ALSO PART OF BLOCK 3 FOR SWITCH TRACK CONNECTION TO 16 FOOT EASEMENT OF THE BALTIMORE AND OHIO CHICAGO TERMINAL RAILROAD

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COMPANY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE CENTER LINE OF THE 16 FOOT EASEMENT TO THE BALTIMORE AND OHIO CHICAGO TERMINAL RAILROAD COMPANY 152.3 FEET SOUTH OF THE SOUTH LINE OF 14TH STREET EXTENDED EAST; THENCE SOUTH ON SAID CENTER LINE 161.45 FEET; THENCE WEST AT RIGHT ANGLES TO SAID CENTER LINE 8 FEET; THENCE NORTHWESTERLY IN A STRAIGHT LINE 215.46 FEET TO A POINT IN A LINE 100 FEET SOUTH OF THE SOUTH LINE OF 14TH STREET EXTENDED AND 34.68 FEET WEST OF CENTER LINE OF THE EASEMENT AFORESAID; THENCE EAST ON A LINE 100 FEET SOUTH OF 14TH STREET EXTENDED 20.15 FEET TO WESTERLY LINE OF LAND CONVEYED TO THE GENERAL MILL WORK COMPANY BY DEED RECORDED DECEMBER 20, 1916 AS DOCUMENT 6015715; THENCE SOUTHEASTERLY ON SAID LAST DESCRIBED LINE 52.69 FEET; THENCE EAST 8 FEET ON A LINE AT RIGHT ANGLES TO CENTER LINE OF THE 16 FOOT EASEMENT TO THE BALTIMORE AND OHIO CHICAGO TERMINAL RAILROAD COMPANY TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THAT PART OF BLOCK 3 IN GRANT LAND ASSOCIATION RESUBDIVISION IN SECTION 21, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EAST LINE OF SOUTH 55TH COURT DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SOUTH 55TH COURT 100 FEET SOUTH OF THE SOUTH LINE OF WEST 14TH STREET EXTENDED EAST; THENCE EAST ON A LINE PARALLEL TO AND 100 FEET SOUTH OF THE SOUTH LINE OF WEST 14TH STREET EXTENDED EAST 265.6 FEET TO A POINT WHICH IS 34.68 FEET WEST OF THE CENTER LINE OF THE 16 FOOT EASEMENT OF THE BALTIMORE AND OHIO CHICAGO TERMINAL RAILROAD COMPANY, THENCE SOUTHEASTERLY ON A STRAIGHT LINE 215.46 FEET TO A POINT IN THE WEST LINE OF SAID EASEMENT, SAID POINT BEING 313.75 FEET SOUTH OF THE SOUTH LINE OF WEST 14TH STREET EXTENDED EAST; THENCE EAST AT RIGHT ANGLES TO SAID EASEMENT 8 FEET TO CENTER THEREOF; THENCE SOUTH ALONG CENTER OF SAID EASEMENT 161.3 FEET; THENCE WEST AT RIGHT ANGLES TO SAID EASEMENT 8 FEET TO THE WEST LINE THEREOF; THENCE NORTHWESTERLY ON A STRAIGHT LINE 226.8 FEET TO A POINT ON A LINE 250 FEET SOUTH OF THE SOUTH LINE OF WEST 14TH STREET EXTENDED EAST, SAID POINT BEING 36.1 FEET WEST OF THE CENTER LINE OF SAID 16 FOOT EASEMENT, THENCE WEST ON A LINE PARALLEL TO AND 250 FEET SOUTH OF THE SOUTH LINE OF WEST 14TH STREET EXTENDED EAST A DISTANCE OF 264.21 FEET TO THE EAST LINE OF SOUTH 55TH COURT, THENCE NORTH ALONG THE EAST LINE OF SOUTH 55TH COURT, 150 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

LOTS 19 AND 20 IN BLOCK 2 IN THE SUBDIVISION OF THE WEST PART OF BLOCK 3 AND (EXCEPT THE SOUTH 921 FEET) OF THE WEST PART OF BLOCK 6 IN GRANT LAND ASSOCIATION RESUBDIVISION IN SECTION 21, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 13, 1915 AS DOCUMENT 5561124 ALL IN COOK COUNTY, ILLINOIS.

PARCEL 6:
